

CITY OF LINCOLN/LANCASTER COUNTY

**CONTRACT AWARD NOTIFICATION**  
**SPECIFICATION NO.99-209**  
**ANNUAL REQUIREMENTS FOR**  
**DENTAL AND RELATED SERVICES**  
**PROVIDED FOR LANCASTER MANOR**

**DATE:** September 30, 2002

**CONTRACT PERIOD:** Nov.1, 2002 thru Oct.31, 2005

**CONTRACTOR:** Mobile Dental Service  
3800 Old Cheney Road, Suite 101  
Lincoln, Nebraska 68516

**PURCHASING DIVISION**  
**K-STREET COMPLEX**  
**440 SOUTH 8<sup>TH</sup> STREET**  
**LINCOLN, NEBRASKA 68508**  
**(402) 441-7410**

**Company Representative:** Brian Burgess, DDS  
**Telephone No.:** 402/423-3688  
**FAX No.:** 402/423-3701  
**E-Mail Address:** doc1360@aol.com

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THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

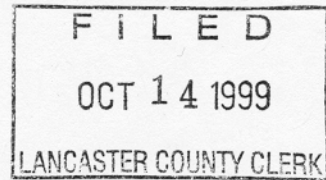
**AS PER RENEWAL (SIGNED 9/23/02) OF ATTACHED CONTRACT**

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

Renewal  
Dated: 9/23/02

Original to: Contractor  
County Clerk - Public File  
County Project Manager



99-2097

**CONTRACT DOCUMENTS**

**LANCASTER COUNTY**

**NEBRASKA**

**FOR**

**SPECIFICATION #99-209**  
**DENTAL AND RELATED SERVICES PROVIDER FOR**  
**LANCASTER MANOR**

**CONTRACTOR: Mobile Dental Service (Lincoln, NE)**

# LANCASTER COUNTY, NEBRASKA

## CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this 19 day of October, 1999, by and between Mobile Dental Service, 3800 Old Cheney Road, Suite 101, Lincoln, NE, 68516 hereinafter called contractor, and the Lancaster County, Nebraska, hereinafter called the County.

WITNESS, that:

WHEREAS, the County has caused to be prepared, in accordance with law, Specifications, Terms and Conditions, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

Dental and related services, including: supplies, equipment, delivery and consulting, to/for Lancaster Manor, 1001 South Street, Lincoln, NE.  
and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the County, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the County, in the manner prescribed by law has publicly opened, read aloud the proposer's names, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible Proposer for the said Work for the sum or sums named in the Contractor's Proposal and clarification correspondence, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the highlights of the agreements herein contained, the Contractor and the County have agreed and hereby agree as follows:

1. Compensation for prescription and non-prescription items shall be in compliance with Nebraska Department of Health and Human Services published fee schedule and shall not exceed the Medicare/Medicaid rates.
2. Contractor shall provide services to Lancaster Manor Residents within the Dentist's normal scope of practice when ordered by the Resident's primary care physician.
3. All Medicaid and individual insurance charges will be billed directly by the Contractor.
4. Dental care shall be provided by the contractor to residents at least twice a month and contractor shall be available for telephone consultations and emergency calls within 8 hours.
5. Contractor shall provide monthly meetings and reports for the Manor on dental and related procedures and conduct monthly reviews of the services with Manor Personnel.

The Contractor agrees to (a) furnish all professional services, equipment, supplies, superintendence, transportation, and other accessories, consulting services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute services, and compete all Work included in and covered by the County's award of this Contract to the Contractor, such award being based on the acceptance by the County of the Contractor's Proposal and clarification correspondence, or part thereof, as follows:

### **SPECIFICATION 99-209, Dental & Related Services for Lancaster Manor**

**EQUAL EMPLOYMENT OPPORTUNITY:** In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

The County agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the County:

### **RFP #99-209, Annual Requirements for Podiatry Services for Lancaster Manor**

The Work included in this Contract shall be for the annual requirements beginning **Nov. 1, 1999 through Oct. 31, 2002.** Contract shall be renewable for an additional one (1) three (3) year period *by mutual consent of the parties* (Nov. 1, 2002 through Oct. 31, 2005)

The Contract Documents comprise the Contract, and consist of the following:

1. The Instructions to Proposers
2. The Accepted Proposal
3. The Contract Agreements
4. The Specifications
5. The Standard Specifications
  - a. General Information
  - b. Specific Information
6. The Insurance Requirements
7. Clarification of the Offer

These Contract Agreements, together with the other Contract Documents hereinabove mentioned, form this Contract, and the are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the County hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the contractor and the County do hereby execute this contract.

**EXECUTION BY LANCASTER COUNTY, NEBRASKA**

CONTRACT APPROVED AS TO FORM:

LANCASTER COUNTY, NEBRASKA

Diane M. Straab  
Lancaster County Attorney

Kathy Campbell  
Chairperson, Board of Commissioners 10/19/99

**EXECUTION BY CONTRACTOR**

IF A CORPORATION:

Mobile Dental Service  
Name of Corporation

ATTEST:

3800 Old Cherry Rd suite 101 Lin 68516  
Address

\_\_\_\_\_  
(SEAL)  
Secretary

By: [Signature]  
Duly Authorized Official  
Dentist  
Legal Title of Official